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3579 JPS NI068

IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF ILLINOIS – EASTERN DIVISION

**FILED**

DONALD BRADY,

Plaintiffs,

v

No.

J.N. DEC 10 2007

MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT

BUSCO, INC., A FOREIGN CORPORATION  
D/B/A ARROW STAGE LINES,

Defendants.

07cv6943

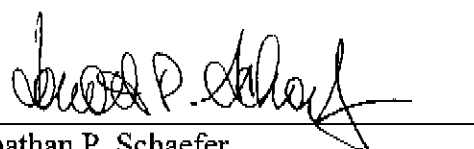
JUDGE GOTTSCHALL  
MAG. JUDGE ASHMAN

**NOTICE OF FILING**

To: Joseph McGovern  
2840 W, 95<sup>th</sup> Street  
Evergreen Park, IL 60805

PLEASE TAKE NOTICE that on **December 10, 2007**, we caused to be filed with the United States District Court for the Northern District of Illinois – Eastern Division, Defendant Home Depot's *Notice of Removal, Civil Cover Sheet and Appearance*, copies of which are attached hereto.

By:

  
Jonathan P. Schaefer

PURCELL & WARDROPE, CHTD.  
10 South LaSalle Street, Suite 1200  
Chicago, IL 60603  
(312) 427-3900

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**CERTIFICATE OF SERVICE**

I, Mary Dannevik, a non-attorney, pursuant to 735 ILCS 5/1-109 of the Code of Civil Procedure, certify that I mailed this Notice of Filing the foregoing documents to each party to whom it is directed on December 10, 2007.

  
Mary Dannevik

④

3579 JPS NI068

**UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF ILLINOIS – EASTERN DIVISION**

DONALD BRADY,

Plaintiffs,

v

BUSCO, INC., A FOREIGN CORPORATION  
D/B/A ARROW STAGE LINES,

Defendants.

**FILED**  
J.N. DEC 10 2007  
MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT

07cv6943

JUDGE GOTTSCHALL

MAG. JUDGE ASHMAN

**NOTICE OF REMOVAL OF CAUSE TO THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

NOW COME the Defendant, Busco, Inc., a Nebraska corporation, d/b/a Arrow Stage Lines (hereinafter "Busco"), by its attorneys, Jonathan P. Schaefer of PURCELL & WARDROPE, CHTD., and pursuant to 28 U.S.C.A. 1332, 1441 and 1446, hereby provides notice of its removal of this cause pursuant to said statutes and for the following reasons:

1. On or about October 15, 2007, there was commenced and is now pending in the Circuit Court of the Cook County, Illinois, a certain civil action under case #07 L 010846, in which Donald Brady is the Plaintiff, and Busco is the Defendant.

2. The aforementioned lawsuit is brought by the Plaintiff seeking damages for personal injuries under a negligence theory relative to a motor coach accident on or about September 26 (sic), 2006. The Complaint does pray for damages "in an amount in excess of \$30,000.00". The Plaintiff's attorney did provide the Defendant with his affidavit under Illinois Supreme Court Rule 222(b), indicating the total money damages being sought in the Complaint exceeded \$50,000.

3. The Plaintiff's Complaint At Law merely alleged that the Plaintiff "was greatly injured in or about the left arm which arm has become permanently disabled, has suffered great pain as a result thereof, and has become liable for large sums of money for medical care". However, during the claim stage prior to suit, the Plaintiff's attorney wrote on January 31, 2007 that the Plaintiff suffered a fractured humerus for which he had a number of hospitalizations and had undergone extensive physical therapy. Additionally, in a letter dated September 21, 2007, the Plaintiff's attorney wrote that the Plaintiff's medical specials totaled approximately \$60,000.00. Therefore, based on the foregoing, the undersigned counsel for the defendant has a reasonable belief that the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

4. The Defendant states that the above lawsuit involves a controversy with complete diversity of citizenship between citizens of different states, and the Defendant affirmatively states further:

- (a) Per Paragraph 2 of his Complaint of Law, Plaintiff was at the commencement of this action, and is now, a citizen of the State of Illinois, and is a resident of the State of Illinois, and is not a citizen of the State of Nebraska;
- (b) The Defendant, Busco, Inc., d/b/a Arrow Stage Lines, is a corporation duly created and organized by and under the laws of State of Nebraska with its personal place of business in the State of Nebraska, and was not and is not a corporation created or organized under the laws of the State of Illinois, nor does it have a principal place of business in the State of Illinois.

5. This matter involves a controversy between an individual who is a resident of the State of Illinois on the one hand, and a corporation incorporated or organized pursuant to the laws of a state other than Illinois, and who has its principal place of business in a state other than Illinois, on the other hand. Further, the amount in controversy involves more than Seventy Five

Thousand Dollars (\$75,000), exclusive of interest and costs. Accordingly, the District Court for the United States has original jurisdiction over this lawsuit.

6. This Notice of Removal is timely filed on the first business day after thirty (30) of the service of the Summons and Complaint upon the Registered Agent for United Motor Coach Association on November 9, 2007.

7. Attached hereto and made a part hereof are copies of the following documents to be filed by the Plaintiff and the Defendants in the Circuit Court of the Cook County, Illinois under case #07 L 010846:

- The Plaintiffs Complaint at Law;
- The Summons directed to the Defendant;
- Defendant's Appearance;
- Defendant's Motion to Dismiss for Lack of Jurisdiction over the Defendant, and Alternative Motion to Transfer Venue;
- Defendants' Notice of Filing Re: Appearance and Motion to Dismiss for Lack of Jurisdiction over the Defendant, and Alternative Motion to Transfer Venue; and
- Defendants' Notice of Filing Re: Notice of Removal.

To the Defendant's knowledge, no other documents, nor pleadings was filed in said lawsuit.

8. Notice of the filing of this Removal has been given to all parties as required by law, and is attached hereto. A true and correct copy of this Removal has been filed with the Clerk of the Circuit Court of Cook County, Illinois – Law Division, as provided by law.

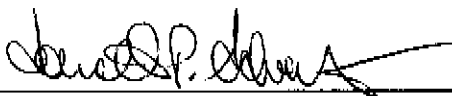
9. The Defendant herein on removal also demands this case be tried by a jury.

WHEREFORE, the Defendant, Busco, Inc., a Nebraska corporation, d/b/a Arrow Stage Lines prays it may affect removal of the within action from the Circuit Court of the Cook

County, Illinois – Law Division, to the United States District Court for the Northern District of Illinois – Eastern Division, and that the matter be tried before a jury.

Respectfully submitted,

By:

  
Jonathan P. Schaefer

PURCELL & WARDROPE CHTD  
10 South LaSalle Street, Suite 1200  
Chicago, IL 60603  
(312) 427-3900  
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION

DONALD BRADY,

Plaintiff

v.

BUSCO, INC., a foreign corporation )  
d/b/a ARROW STAGE LINES )  
Defendant )

Case No.:

20071010846  
CALENDAR ROOM 2  
TIME 00:00  
OF OtherCOMPLAINT AT LAW

Now come the plaintiff, DONALD BRADY, by his attorney, JOSEPH M. McGOVERN and complaining of the defendant, BUSCO, INC., d/b/a ARROW STAGE LINES, a foreign corporation, alleges and states as follows:

1. On or about the 26<sup>th</sup> day of September, 2006, the defendant, BUSCO, INC., was a foreign corporation that owned and operated a fleet of tour buses which defendant operated in interstate commerce.
2. On or about the 26<sup>th</sup> day of September, 2006 the plaintiff, DONALD BRADY, was 86 years old and resided in Palos Heights, Illinois.
3. On or about the 26<sup>th</sup> day of September, 2006 the plaintiff, DONALD BRADY, was a passenger on a tour bus owned and operated by defendant, BUSCO, INC., which bus was being used to transport a group of World War II veterans that included plaintiff, DONALD BRADY, on a tour of certain sites in the Denver, Colorado area.
4. That upon the completion of the tour the plaintiff, DONALD BRADY, was attempting to leave the bus by descending the stairs that led to the front door of the bus when he fell from the lowest step of the bus and landed on the pavement injuring his left arm.
5. That the defendant had a duty to provide assistance to its passengers in exiting the bus.


6. That notwithstanding its duties in that respect, the defendant was then and there guilty of one or more of the following acts of negligence or omission which directly caused injury to the plaintiff:

- (a) Carelessly and negligently failed to provide a safe means of exiting the bus;
- (b) Carelessly and negligently failed to provide assistance to plaintiff as he exited the bus;
- (c) Carelessly and negligently failed to provide sufficient personnel to assist plaintiff and the other passengers exiting the bus.

7. That as a direct result of the acts and omissions stated above, the plaintiff, DONALD BRADY, was unable to safely exit the bus and fell injuring his left arm.

8. That as a direct and proximate result of said acts of negligence, the Plaintiff was greatly injured in and about the left arm which arm has become permanently disabled, has suffered great pain as a result thereof, and has become liable for large sums of money for medical care.

WHEREFORE, the plaintiff, DONALD BRADY, asks the Court to enter judgment against the defendant, BUSCO, INC. d/b/a ARROW STAGE LINES, in an amount in excess of THIRTY THOUSAND( \$30,000.00,) DOLLARS plus the costs of this action.

  
Attorney for Plaintiff

Attorney No.: 55667  
Joseph M. McGovern  
2940 West 95<sup>th</sup> Street  
Evergreen Park, Illinois 60805  
Telephone 708-229-1036

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION

DONALD BRADY,

Plaintiff,

v.

No.

BUSCO, INC., a foreign corporation d/b/a  
ARROW STAGE LINES

Defendant

AFFIDAVIT

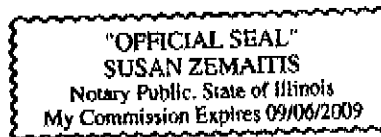
Joseph M. McGovern, being first duly sworn upon oath states as follows:

1. I am the attorney for the plaintiff in this matter;
2. Plaintiff seeks damages in excess of Fifty Thousand(\$50,000.00) Dollars.
3. Further affiant sayeth not.

  
Joseph M. McGovern

Subscribed to and sworn to before me  
this 10th day of Oct 2007.

  
Notary Public





From: 402 731 1333 Page: 2/6 Date: 11/15/2007 3:57:04 PM

2120 - Served 2120 - Served  
 2220 - Not Served 2220 - Not Served  
 2320 - Served By Mail 2320 - Served By Mail  
 2420 - Served By Publication 2420 - Served By Publication  
 SUMMONS ALIAS - SUMMONS CCG N001-10M-1-07-05 ( )

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
 COUNTY DEPARTMENT, Law DIVISION

(Name all parties)

Donald Brady

v.

Busco, Inc. a foreign corporation d/b/a Arrow Stage Lines

No. \_\_\_\_\_

Serve: Bob Conrad  
 25805 W. 111th St.  
 Plainfield, IL 60544

d/service:  
 11/19/07

## SUMMONS

To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location:

- ☒ Richard J. Daley Center, 50 W. Washington, Room 801, Chicago, Illinois 60602
- |  |   |   |
|--|---|---|
| <input type="checkbox"/> District 2 - Skokie<br>5600 Old Orchard Rd.<br>Skokie, IL 60077       | <input type="checkbox"/> District 3 - Rolling Meadows<br>2121 Euclid<br>Rolling Meadows, IL 60008 | <input type="checkbox"/> District 4 - Maywood<br>1500 Maybrook Ave.<br>Maywood, IL 60153          |
| <input type="checkbox"/> District 5 - Bridgeview<br>10220 S. 76th Ave.<br>Bridgeview, IL 60455 | <input type="checkbox"/> District 6 - Markham<br>16501 S. Kedzie Pkwy.<br>Markham, IL 60426       | <input type="checkbox"/> Child Support<br>28 North Clark St., Room 200<br>Chicago, Illinois 60602 |

You must file within 30 days after service of this Summons, not counting the day of service.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than 30 days after its date.

Atty. No.: 55667

Name: Joseph M. McGovern

Atty. for: Plaintiff

Address: 2940 W. 95th Street

City/State/Zip: Evergreen Park, IL 60805

Telephone: 708-229-1036

Service by Facsimile Transmission will be accepted at: \_\_\_\_\_

WITNESS, \_\_\_\_\_

Clerk of Court

Date of service: \_\_\_\_\_

(To be inserted by officer on copy of this summons or other person) **DOROTHY BROWN**  
 CLERK OF CIRCUIT COURT

(Area Code) (Facsimile Telephone Number) \_\_\_\_\_

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS



3579 JPS NI068

Firm No. 08079

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

DONALD BRADY,

Plaintiffs,

v

BUSCO, INC., A FOREIGN CORPORATION  
D/B/A ARROW STAGE LINES,

Defendants.

No. 07 L 10846

07 DEC 10 PM 3:35  
CIRCUIT COURT OF COOK  
COUNTY, ILLINOIS  
LAW DIVISION  
CLERK  
JANUARY 10 2008

**APPEARANCE**

The undersigned, as attorney, enters the appearance of the Defendant:

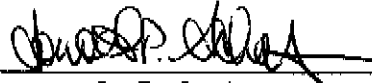
**BUSCO, INC., a Nebraska Corporation, d/b/a ARROW STAGELINES**

  
JONATHAN P. SCHAEFER

PURCELL & WARDROPE CHTD  
10 South LaSalle Street, Suite 1200  
Chicago, IL 60603  
(312) 427-3900

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I certify that a copy of the within instrument was served on all parties who have appeared and have not heretofore been found by the Court to be in default for failure to plead.

  
Attorney for Defendant

3579 JPS NI068

Firm No. 08079

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

DONALD BRADY,

Plaintiffs,

v

BUSCO, INC., A FOREIGN CORPORATION  
D/B/A ARROW STAGE LINES,

Defendants.

No. 07 L 10846

FILED-13  
 07 DEC 10 PM 3:35  
 CIRCUIT COURT OF COOK  
 COUNTY ILLINOIS  
 LAW DIVISION  
 CLERK

**DEFENDANT'S MOTION TO DISMISS FOR LACK OF JURISDICTION  
OVER THE DEFENDANT, AND ALTERNATE MOTION TO TRANSFER VENUE**

NOW COMES the Defendant, Busco, Inc., a Nebraska corporation, d/b/a Arrow Stage Lines (hereinafter "Busco"), by its attorneys, Purcell & Wardrobe, Chartered, and hereby moves his Honorable Court to dismiss the subject lawsuit with prejudice pursuant to 735 ILCS 5/2-301 and 735 ILCS 5/2-209, because the court does not have jurisdiction over the Defendant. Alternatively, the Defendant respectfully moves this Court to transfer (or dismiss) the subject lawsuit pursuant to 735 ILCS 5/2-104, because the subject lawsuit was brought in an improper venue. In support thereof, movant states as follows:

**I. INTRODUCTION**

The Plaintiff brought the subject lawsuit seeking compensation for personal injuries he allegedly sustained on September 26, 2006 (sic) while on a tour of certain sites in the Denver, Colorado area. The Plaintiff further alleged that the Defendant owned and operated a certain tour bus utilized for said tour, and that the Plaintiff was injured while exiting the bus due to the alleged negligence of the Defendant. Copy of said Complaint at Law is attached hereto as Exhibit "One".

Attached hereto as Exhibit "Two" is the Affidavit of Kimball Kinnersley, Corporate Director of Safety for the Defendant. In said Affidavit Mr. Kinnersley swears under oath to the following

- a. Busco, Inc., was and is incorporated in the State of Nebraska, and has its principal place of business and corporate offices there. Arrow Stage Lines is a division of Busco, Inc.
- b. Neither Busco, Inc., nor Arrow Stage Lines has any corporate offices or other facilities located in the State of Illinois.
- c. Contrary to the Plaintiff's Complaint at Law, the incident involving Donald Brady made the subject of his Complaint occurred on September 28, 2006.
- d. Busco, Inc., through its division, Arrow Stage Lines, has offices located in Denver, Colorado and contracted with The Arrangers, a tour group company, to provide coaches and drivers to The Arrangers, relative to the tour Plaintiff had taken on September 28, 2006. The contract agreement called for Arrow Stage Lines to provide said coaches and drivers to The Arrangers on September 28, 2006 in Denver, Colorado, for a day tour of the Denver area. See the contract documents attached hereto as Group Exhibit A (Acceptance, Terms and Conditions, and Movement Details), and the Arrangers' Schedule of Services attached hereto as Exhibit B.
- e. At all relevant times, The Arrangers were located at 1425 Market Street, #101, Denver, Colorado.
- f. Arrow Stage Lines and/or Busco, Inc., did not contract for, nor did it provide any coach or driver in Illinois relative to the subject tour.

For the reasons stated above and below, the Defendant brings these Motions on the grounds that this court does not have jurisdiction over the Defendant relative to the subject cause of action, and alternatively, because the subject action was brought in an improper venue.

## II. MOTION TO DISMISS FOR LACK OF JURISDICTION OVER THE DEFENDANT

The plaintiff, Donald Brady (hereinafter "Brady") does not plead a single fact that would subject Busco to the jurisdiction of Illinois' courts under the Illinois Long Arm Statute. Without jurisdiction, the Complaint filed in the State of Illinois that is directed at Busco should be dismissed with prejudice.

### A. Jurisdiction over an out-of-state defendant is controlled by the provisions of the Illinois Long Arm Statute.

Section 2-209 of the Illinois Code of Civil Procedure, commonly known as "the Illinois Long Arm Statute," controls matters of personal jurisdiction over an out-of-state defendant. Application of the Illinois Long Arm Statute is subject to the limitations mandated by the Constitution of the United States. 735 ILCS 5/2-209(c). A plaintiff that seeks to assert jurisdiction over an out-of-state defendant has the burden of establishing a *prima facie* basis for personal jurisdiction over that defendant. Kalata v. Healy, 312 Ill.App.3d 761, 765, 728 N.E.2d 648, 651-52 (2000); Ruprecht Company v. Sysco Food Services of Seattle, Inc., 722 N.E.2d 694, 698 (1999); International Business Machines Corp. v. Martin Property & Casualty Insurance Agency, Inc., 281 Ill.App.3d 854, 857-58, 666 N.E.2d 866 (1996). Illinois requires the application of a two-step analysis to determine whether the plaintiff has met its burden. Kalata, 312 Ill.App.3d 761, 728 N.E.2d 648, 652 (2000), *citing*, R.W. Sawant & Co. v. Allied Programs Corp., 489 N.E.2d 1360 (1986).

The court must first determine whether jurisdiction is proper under the specific language of the Illinois Long Arm Statute. Kalata, 728 N.E.2d at 652. "If the answer is no, the inquiry ends." *Id.* Only if jurisdiction is permissible under the Illinois Long Arm Statute, does the court proceed to the second step of the analysis and determine whether the exercise of jurisdiction comports with due process of law. *Id.*

Therefore this Court's analysis must begin with a plain reading of the language of the Illinois Long Arm Statute, which sets forth the enumerated bases for jurisdiction, and determine whether Progressive has sufficiently pled facts to meet its burden.

Section 2-209 states in pertinent part:

(a) Any person, whether or not a citizen or resident of this State, who in person or through an agent does any of the acts hereinafter enumerated, thereby submits such person, and, if an individual, his or her personal representative, to the jurisdiction of the courts of this State as to any cause of action arising from the doing of any of such acts:

- (1) The transaction of any business **within** this State;
- (2) The commission of a tortious act **within** this State;
- (3) The ownership, use, or possession of any real estate situated in this State

....

(7) The making or performance of any contract or promise substantially connected with this State.

(b) A court may exercise jurisdiction in any action arising within or without this State against any person who:

- (1) Is a natural person present **within** this State when served;
- (2) Is a natural person domiciled or resident **within** this State when the cause of action arose, the action was commenced, or process was served;
- (3) Is a corporation organized under the laws of this State; or
- (4) Is a natural person or corporation doing business **within** this State.

(f) Only causes of action arising from acts enumerated herein may be asserted against a defendant in an action in which jurisdiction over him or her is based upon subsection (a). [Emphasis added.]

Brady has not pled sufficient allegations that would confer jurisdiction over Busco under the Illinois Long Arm Statute. To the contrary, the Affidavit of Kinnersley, attached hereto as Exhibit "Two", clearly shows that Busco has not committed any of the acts under Section 2-209 in Illinois *which gave rise to the subject cause of action*.

B. Jurisdiction is not proper under Federal rules of due process.

Even if jurisdiction were proper under the specific language of the Illinois statute, jurisdiction is improper as it fails to comport with principles of due process. Under Federal

due process requirements, a non-resident defendant must have "certain minimum contacts with the [forum state] such that the maintenance of the suit does not offend 'traditional notions of fair play and substantial justice.'" Kalata, 312 Ill.App.3d 761, *citing*, International Shoe Co. v. Washington, 326 U.S. 310; S. Ct. 154 (1945). The court must consider whether the nonresident defendant had sufficient "minimum contact" with the forum state such that there was "fair warning" that the nonresident defendant may be haled into a forum court; whether the action arose out of, or is related to, the defendant's minimum contacts with the forum state; and whether it is reasonable to require the defendant to litigate in the forum state. Kalata, 312 Ill.App.3d 761.

Due process is met when a defendant "purposefully avails itself of the privilege of conducting activities *within* the forum State, thus invoking the benefits and protections of its laws." Hanson v. Denckla, 357 U.S. 235, 78 S. Ct. 1228 (1958). Not one allegation has been made to suggest that Busco availed itself of the privileges of Illinois. Progressive has, at best, alleged that Illinois residents availed themselves of the benefits of traveling to Iowa to do business with Busco. As discussed in detail previously herein, Busco cannot be held to have subjected itself to the courts of Illinois by virtue of Illinois residents seeking out Busco's services.

Based on the Affidavit of Kimball Kinnersley attached hereto as Exhibit "Two", there is no question that the subject cause of action did not arise out of, nor was related to any "minimum contacts" Busco may have had with Illinois. Further, it would not be reasonable to require Busco to litigate this cause in Illinois. Therefore, federal due process requires the cause to be dismissed for lack of jurisdiction over Busco.

Pursuant to 735 ILCS 5/2-301, the Defendant moves this Honorable Court to dismiss the subject lawsuit with prejudice for failure of this court having personal jurisdiction over the Defendant relative to the matters alleged in this lawsuit.

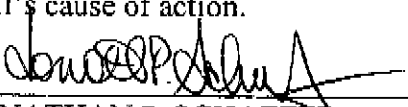
### **III. MOTION TO TRANSFER VENUE**

735 ILCS 5/2-101 generally provides that every lawsuit must be commenced in (1) the county of residence of any defendant, or (2) in the county in which the transaction or some part thereof occurred out of which the cause of action arose. 735 ILCS 5/2-102(a) states that a

private corporation organized under the law of Illinois, and any foreign corporation authorized to transact business in Illinois, is a resident of any county that has its registered office or office or is doing business. *Under that provision, a foreign corporation not authorized to transact business in Illinois is a non-resident of Illinois.*

Per the Affidavit of Kimball Kinnersley attached hereto as Exhibit "Two", the Defendant was not incorporated in the State of Illinois, and did not have any corporate offices or other facilities located in the state. Additionally, per the affidavit of Mr. Kinnersley attached hereto, none of the transactions made the subject of the plaintiff's cause of action arose in Illinois. Therefore, pursuant to 735 ILCS 5/2-101, there was no county in Illinois having proper venue for the plaintiff's cause of action. Further, attached hereto as Exhibit "Three" is the Affidavit of Jonathan P. Schaefer, attorney for defendant, indicating that an on-line search of the Illinois Secretary of State records reflected that the defendant was not authorized by the Illinois Secretary of State to transact business in Illinois.

WHEREFORE, if the court were to deny the defendant's Motion to Dismiss based on lack of jurisdiction over the defendant, the defendant alternatively moves this Honorable Court to transfer (or dismiss) the subject lawsuit pursuant to 735 ILCS 5/2-104, as there is no county in Illinois which has proper venue over the plaintiff's cause of action.

  
JONATHAN P. SCHAEFER

PURCELL & WARDROPE CHTD  
10 South LaSalle Street, Suite 1200  
Chicago, IL 60603  
(312) 427-3900

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION

DONALD BRADY, )  
 )  
 ) Case No.:  
 )  
 Plaintiff )  
 )  
 v. )  
 )  
 BUSCO, INC., a foreign corporation )  
 d/b/a ARROW STAGE LINES )  
 Defendant )

20071010846  
CALENDAR ROOM 2  
TIME 00:00  
of Other

COMPLAINT AT LAW

Now come the plaintiff, DONALD BRADY, by his attorney, JOSEPH M. McGOVERN, and complaining of the defendant, BUSCO, INC., d/b/a ARROW STAGE LINES, a foreign corporation, alleges and states as follows:

1. On or about the 26<sup>th</sup> day of September, 2006, the defendant, BUSCO, INC., was a foreign corporation that owned and operated a fleet of tour buses which defendant operated in interstate commerce.
2. On or about the 26<sup>th</sup> day of September, 2006 the plaintiff, DONALD BRADY, was 86 years old and resided in Palos Heights, Illinois.
3. On or about the 26<sup>th</sup> day of September, 2006 the plaintiff, DONALD BRADY, was a passenger on a tour bus owned and operated by defendant, BUSCO, INC., which bus was being used to transport a group of World War II veterans that included plaintiff, DONALD BRADY, on a tour of certain sites in the Denver, Colorado area.
4. That upon the completion of the tour the plaintiff, DONALD BRADY, was attempting to leave the bus by descending the stairs that led to the front door of the bus when he fell from the lowest step of the bus and landed on the pavement injuring his left arm.
5. That the defendant had a duty to provide assistance to its passengers in exiting the bus.

EXHIBIT

ONE

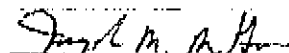
6. That notwithstanding its duties in that respect, the defendant was then and there guilty of one or more of the following acts of negligence or omission which directly caused injury to the plaintiff:

- (a) Carelessly and negligently failed to provide a safe means of exiting the bus;
- (b) Carelessly and negligently failed to provide assistance to plaintiff as he exited the bus;
- (c) Carelessly and negligently failed to provide sufficient personnel to assist plaintiff and the other passengers exiting the bus.

7. That as a direct result of the acts and omissions stated above, the plaintiff, DONALD BRADY, was unable to safely exit the bus and fell injuring his left arm.

8. That as a direct and proximate result of said acts of negligence, the Plaintiff was greatly injured in and about the left arm which arm has become permanently disabled, has suffered great pain as a result thereof, and has become liable for large sums of money for medical care.

WHEREFORE, the plaintiff, DONALD BRADY, asks the Court to enter judgment against the defendant, BUSCO, INC. d/b/a ARROW STAGE LINES, in an amount in excess of THIRTY THOUSAND(\$30,000.00,) DOLLARS plus the costs of this action.

  
\_\_\_\_\_  
Attorney for Plaintiff

Attorney No.: 55667  
Joseph M. McGovern  
2940 West 95<sup>th</sup> Street  
Evergreen Park, Illinois 60805  
Telephone 708-229-1036

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION

DONALD BRADY,

Plaintiff,

v.

BUSCO, INC., a foreign corporation d/b/a  
ARROW STAGE LINES

Defendant

No.

**AFFIDAVIT**

Joseph M. McGovern, being first duly sworn upon oath states as follows:

1. I am the attorney for the plaintiff in this matter;
2. Plaintiff seeks damages in excess of Fifty Thousand(\$50,000.00) Dollars.
3. Further affiant sayeth not.

  
Joseph M. McGovern

Subscribed to and sworn to before me  
this 10th day of Oct, 2007.

  
Notary Public

"OFFICIAL SEAL"  
SUSAN ZEMATTIS  
Notary Public, State of Illinois  
My Commission Expires 09/06/2009

3579 JPS NI068

Firm No. 08079

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

DONALD BRADY,	)	
	)	
Plaintiffs,	)	
	)	
v	)	No. 07 L 10846
	)	
BUSCO, INC., A FOREIGN CORPORATION	)	
D/B/A ARROW STAGE LINES,	)	
	)	
Defendants.	)	

**AFFIDAVIT OF KIMBALL KINNERSLEY**

Now comes Kimball Kinnersley, Corporate Director of Safety for Arrow Stage Lines, a division of Busco, Inc., and hereby states the following under oath:

1. I am the Corporate Director of Safety for Arrow Stage Lines, a division of Busco, Inc., and have personal knowledge regarding the matters set forth herein.
2. Busco, Inc., was and is incorporated in the State of Nebraska, and has its principal place of business and corporate offices there. Arrow Stage Lines is a division of Busco, Inc.
3. Neither Busco, Inc., nor Arrow Stage Lines has any corporate offices or other facilities located in the State of Illinois.
4. Contrary to the Plaintiff's Complaint at Law, the incident involving Donald Brady made the subject of his Complaint occurred on September 28, 2006.
5. Busco, Inc., through its division, Arrow Stage Lines, has offices located in Denver, Colorado and contracted with The Arrangers, a tour group company, to provide coaches and drivers to The Arrangers, relative to the tour Plaintiff had taken on September 28, 2006. The contract agreement called for Arrow Stage Lines to provide said coaches and drivers to The Arrangers on September 28, 2006 in Denver, Colorado, for a day tour of the Denver area. See the

**EXHIBIT**

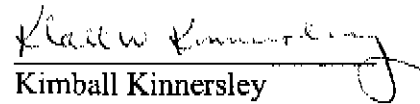
TWO

contract documents attached hereto as Group Exhibit A (Acceptance, Terms and Conditions, and Movement Details), and the Arrangers' Schedule of Services attached hereto as Exhibit B.

6. At all relevant times, The Arrangers were located at 1425 Market Street, #101, Denver, Colorado.

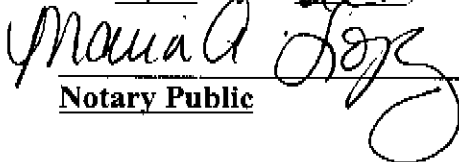
7. Arrow Stage Lines and/or Busco, Inc., did not contract for, nor did it provide any coach or driver in Illinois relative to the subject tour.

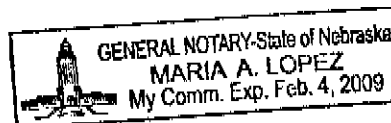
8. I provide this Affidavit in support of a Motion to Dismiss the above-captioned lawsuit. If called to testify before the court and/or jury relative to the foregoing, I would and could so competently testify.



Kimball Kinnersley  
Corporate Director of Safety  
Arrow Stage Lines, a division of Busco, Inc.  
4220 S. 52<sup>nd</sup> Street  
Omaha, NE 68117

Subscribed & Sworn to before me,  
this 7 day of Dec., 2007.

  
Notary Public



**Acceptance****Arrow Stage Lines - Omaha**

Client ID Client Company Client Ref 1 Client Ref 2	THEARRAN06 Corinne Hofstetter THE ARRANGERS 463rd Bomb/Foothills	Charter ID Movement ID Status Passengers Distance	421161 23252 Firm
First Pick-up Pick-up Date Single Journey Vehicle To Stay	Denver, CO - Doubletree Hotel Thu 9/28/2006 Time 10:00 No Yes	Destination Arrival Date Leave Date Back Date	Golde, CO - FOOTHILLS TOUR Thu 9/28/2006 Time 10:30 Thu 9/28/2006 Time 14:30 Thu 9/28/2006 Time 15:00

**First Pick-up Instructions**

Double Tree Hotel  
3203 Quebec  
Denver, CO  
coolers on coaches . . . waters on ice . . .  
ON-SITE: Arrangers Staff  
Corinne Hofstetter 970-980-9572 CELL  
Guides are Marolyn Kinnie 303-503-9970 and Donna Hoffman 303-880-9354.  
Take a cooler with 55 waters per bus - on ice. . . .  
ARROW DRIVER TO TAKE COOLER WITH YOU .

**Destination Instructions**

Foothills tour as directed INCLUDING stops at:  
RED ROCKS  
GOLDEN - FOR COORS BREWERY TOUR  
LUNCH AT THE TABLE MOUNTAIN INN  
1310 Washington Ave - Golden  
Departing for hotel approx 230pm

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
55	Motorcoach	1	\$450.00	0	\$0.00	\$450.00
55	Motorcoach	2	\$450.00	0	\$0.00	\$450.00

Quantity	Description	Unit Price	Price	Tax %	Tax	Total
2	Fuel Surcharge	\$63.00	\$126.00	0	\$0.00	\$126.00
110	Beverages	\$1.50	\$165.00	0	\$0.00	\$165.00
2	Coolers with Ice	\$9.00	\$18.00	0	\$0.00	\$18.00
Movement Totals			\$1,209.00		\$0.00	\$1,209.00

Driver Description	Vehicle No	Driver Description	Vehicle No
DR	1	DR	2

Route	Further Requirements
-------	----------------------

PER CLIENT: Do NOT go up to Lookout Mountain.

End of service with drop at hotel by 3pm  
Thank you!!

\$79 each additional hour

I accept this firm booking and price, terms & conditions, and payment terms detailed in the attached letters.

FOR CREDIT CARD: I hereby give Busco Inc. permission to charge a deposit and the full payment to my credit card.  
Type of Card: \_\_\_\_\_ Card Number: \_\_\_\_\_ Exp Date: \_\_\_\_\_

Signature		Print Name		Date	
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Coach Manager Printed: 11/27/2007 4:45:50 PM



## **Busco Inc. (Arrow Stage Lines & Corporate Transportation N' Tours) Terms and Conditions**

**CONFIRMATION** (a) A deposit and a signed contract is required after you receive our contract. By doing this you reserve your bus for your departure date.

(1) A minimum of \$150.00 deposit for all charters is due upon booking

(b) Final payment for charter service is due and payable at least 14 days in advance of the charter date. If a charter is paid by check and there are insufficient funds, there will be a \$50.00 fee assessed to your charter. (c) Charters booked less than two weeks prior to departure must be paid in full.

(d) When making payment, please indicate on your check or other mode of payment, the date of your trip and your Charter Confirmation Order Number to insure proper credit.

**CANCELLATION:** The Chartering Party must notify the Company of cancellations. There will be no cancellation fee if the cancellation is made more than 30 days prior to the Charter Date. Cancellations made less than 30 days prior to the Charter Date for all will be subject to up to full price cancellation fee PER BUS.

CTNT Customers - Cancellations less than 72 hours prior to departure, a cancellation fee of \$100.00 per bus will be assessed. Cancellations less than 24 hours will be charged the full amount of the charter.

**RESPONSIBILITY:** When the Chartering Party requests any change in service that results in an increase in miles or hours to that specific charter, an additional charge may be necessary for that additional service.

A detailed itinerary is required for all trips at least two weeks prior to departure. Prices are subject to change based on the final itinerary. The Chartering Party is responsible for reserving a room(s) for the driver(s).

The group is responsible for all tolls, parking, ferry, and entrance fees incurred on the trip. Driver's gratuity is not included in this price

Unless noted, the group is responsible for paying and providing our driver with a single, non smoking hotel room. If this trip involves 2 or more driver per bus, then each driver must be provided a single room.

Arrow Stage Lines is not responsible for any luggage or personal items left either inside the motorcoach or underneath the luggage bays.

**DRIVER HOURS:** Itineraries are subject to review by a safety officer of the Company. Federal Department of Transportation safety regulations prohibit drivers to be on duty more than fifteen (15) hours per day, ten (10) of which are for driving (including a 30-minute pre- and post-trip vehicle inspection). The driver must be given eight (8) consecutive hours off before he/she may resume his/her duties.

**DAMAGES TO BUSES:** The cost of repairing damage to buses resulting from the conduct and actions of passengers on that specific charter shall be charged to the Chartering Party and is payable as soon as such cost is determined.

**ARRIVAL TIME:** Operators are carefully selected and have instructions to drive at all times at a speed within the limits prescribed by law and compatible with safe operation. Unusual road, traffic and weather conditions are beyond Company control.

**EQUIPMENT:** Equipment furnished by the Company is thoroughly inspected before being assigned to the charter service to insure uninterrupted service. If for some reason beyond the control of the Company, a mechanical failure makes necessary the replacement of a bus originally assigned to the charter service, the replacement bus may be of a different type. Audio/Video Equipment is installed on all of our over the road motorcoaches. Only non-copyrighted video cassettes are permitted to be shown. We are not liable for providing the video nor are we liable for the content shown on the videos. We also reserve the right to sub-contract if it is necessary.

**CONDUCT OF PASSENGERS:** The Company reserves the right to refuse to transport persons under the influence of intoxicating liquor or drugs, or who are, or are likely to become, objectionable to other persons.

Passengers shall not interfere with the operator in the discharge of his duty or tamper with any apparatus or appliance on the bus.

**DAMAGE DEPOSIT:** A \$250.00 deposit (per bus) will be required if Arrow Stage Lines feels it is necessary for the trip you are taking. The deposit will be refunded if the bus is returned undamaged and with no excessive cleaning.

**PRICES SUBJECT TO CHANGE:** All prices quoted in the confirmation are subject to change under the circumstances described herein, but shall not be increased, in the aggregate, by more than twenty percent (20%). (a) Arrow Stage Lines reserves the right to impose a fuel surcharge based upon an increase in fuel prices between the time the trip is quoted and the actual service date. This surcharge would be based solely on the increased cost of fuel, and would be calculated on the difference in price per gallon and the total number of miles required for the trip itinerary.

**PROHIBITED ITEMS:** The following items are prohibited without the written consent of the Company: (a) Decorations (b) Smoking (c) Glass containers or Kegs (d) Golf shoes, ski boots, or other shoes with spikes (e) Fuel containers

(f) Fire Arms, explosives, and fireworks (federal law)

**ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, either oral or written with respect to the subject matter hereof.



**Movement Details****Arrow Stage Lines - Omaha**

Client ID Client Company Client Ref 1 Client Ref 2	THEARRAN06 Corinne Hofstetter THE ARRANGERS 463rd Bomb/Foothills	Charter ID Movement ID Status Passengers Distance	421161 23252 Firm
First Pick-up Pick-up Date Single Journey Vehicle To Stay	Denver, CO - Doubletree Hotel Thu 9/28/2006 Time 10:00 No Yes	Destination Arrival Date Leave Date Back Date	Golde, CO - FOOTHILLS TOUR Thu 9/28/2006 Time 10:30 Thu 9/28/2006 Time 14:30 Thu 9/28/2006 Time 15:00

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Double Tree Hotel  
3203 Quebec  
Denver, CO  
coolers on coaches . . . waters on ice . . .  
ON-SITE: Arrangers Staff  
Corinne Hofstetter 970-980-9572 CELL  
Guides are Marolyn Kinnie 303-503-9970 and Donna  
Hoffman 303-880-9354.  
Take a cooler with 55 waters per bus - on ice. . .  
ARROW DRIVER TO TAKE COOLER WITH YOU .

**Destination Instructions**

Foothills tour as directed INCLUDING stops at:  
RED ROCKS  
GOLDEN - FOR COORS BREWERY TOUR  
LUNCH AT THE TABLE MOUNTAIN INN  
1310 Washington Ave - Golden  
Departing for hotel approx 230pm

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
55	Motorcoach	1	\$450.00	0	\$0.00	\$450.00
55	Motorcoach	2	\$450.00	0	\$0.00	\$450.00

Quantity	Description	Unit Price	Price	Tax %	Tax	Total
2	Fuel Surcharge	\$63.00	\$126.00	0	\$0.00	\$126.00
110	Beverages	\$1.50	\$165.00	0	\$0.00	\$165.00
2	Coolers with Ice	\$9.00	\$18.00	0	\$0.00	\$18.00
Movement Totals			\$1,209.00		\$0.00	\$1,209.00

Driver Description	Vehicle No	Driver Description	Vehicle No
DR	1	DR	2

Route	Further Requirements
-------	----------------------

PER CLIENT: Do NOT go up to Lookout Mountain.

End of service with drop at hotel by 3pm  
Thank you!!

\$79 each additional hour

463<sup>rd</sup> Bomb Squad / #4337  
Thursday, September 28, 2006



## SCHEDULE OF SERVICES

**GROUP NAME:** 463<sup>rd</sup> Bomb Squad  
**DATE(S):** Thursday, September 28, 2006  
**EVENT(S):** Foothills Fandango Tour / 10am - 3pm

---

**CLIENT CONTACT:** Sue Mendelson or Art Mendelson Jr. (714.345.3289)

**HEADQUARTERS HOTEL/PHONE:** Double Tree Hotel (170 & Quebec)  
3203 Quebec St., Denver, CO 80207 / 303.321.3333

**GROUP INFO:** 106 guests

ANY QUESTIONS CALL:	TITLE:	OFFICE/CELL:
Corinne Hofstetter	Sales & Program Manager	970.980.9572

---

VENDOR(S):	CONTACT:	PHONE/CELL:
Arrow Stage Lines	Dispatch	303.204.0160
Charter # 421161		303.373.9119
Table Mountain Inn	Shannon Sharkey	303.216.8010

---

**TRANSPORTATION:** (2) 55pax Motorcoaches w/ coolers of water & ice on-board (53 guests per Motorcoach)

**TRANSPORT. SPOT TIME(S):** Spot at Doubletree Hotel at 9:30am

**DRIVER INSTRUCTIONS:** Tour Guides to determine desired route, please note however that the time that each bus/group is to arrive at Coors Brewery for the tour and a window to lunch at the Table Mountain Inn is listed on the next page. Please adhere to these times but otherwise, suggestions are made for spots to visit but it is for the tour guides to coordinate.

**PLEASE NOTE:** It is important that we keep the altitude in mind; the client does not want to go to high elevations because of the elderly age of this group so we will NOT be visiting Lookout Mountain or Buffalo Bill Grave & Museum.

---

STAFF:	CELL:
Marolyn Kinnie	303.503.9970
Donna Hoffman	303.880.9354



**TA UNIFORM:** Black Pants and Pink Polo Shirt and/or Pink Jacket if the weather is chilly

**MEAL(S):** Lunch is included at the Table Mountain Inn for each Tour Guide

463<sup>rd</sup> Bomb Squad / #4337  
Thursday, September 28, 2006

**TIMELINE:**

10am – 3pm: Foothills Tour includes Red Rocks, Coors Brewery and lunch at the Table Mountain Inn. (1310 Washington Avenue, Golden 80401)

Other Possible stops include: Foss Drug, Continental Divide and Dinosaur Ridge

- 9:30am Marolyn and Marianne spot at the Doubletree Hotel. Corinne to meet guides with signage and gratuities. Vehicles will already be stocked with coolers & water
- 9:30am Arrow Buses spot at the Hotel and staff to talk over their routes with drivers
- 9:30am Guests may start arriving in the lobby at this time and we should let them know that we will start boarding the buses at 9:45am.
- 9:40-9:45am Guests begin boarding Motorcoaches – they have been given VIOLET colored tickets by their tour coordinator and will show you them as they board. You don't need to collect them.
- 10:00pm Motorcoaches depart for Foothills Tour (can leave early if we're ready to go)

**Coors Brewery** – Two (2) Groups of 53 people start at the time indicated below

- 10:30am – 1<sup>st</sup> group
- 11:30am – 2nd group

**Table Mountain Inn**– We are in the Del Rio and Arapahoe rooms with buffet that will be replenished as guests come and go. Groups will most likely not be eating together. Lunch is set from 11:45am – 1:45pm. Corinne to arrive on-site at 11:00am to pre-advance lunch.

**Menu – Taos Daily Buffet**

White & Blue Corn and Red Chili Tortilla Chips  
w/ Fresh Salsa

Roasted Chicken Tortilla Soup  
Jicama Slaw

w/ Strawberry Chipotle Dressing  
Baby Field Green Salad

w/ oranges, walnuts, blue cheese and dressings  
Southwestern Cucumber Salad

Sliced Roasted Turkey Breast, Smoked Ham & Roast Beef

Sliced Cheddar and Pepper Jack Cheeses

White, Wheat & Sourdough Sliced Bread

Lettuce, Tomato, Pickles and Onions

Dijon Mustard and Mayonnaise

Assorted Rolls

Complimentary Freshly Brewed Coffee, Decaf, Hot Teas and Iced Teas

3pm Return to Doubletree Hotel

-3579 JPS NI068

Firm No. 08079

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

DONALD BRADY,	)	
	)	
Plaintiffs,	)	
	)	
v	)	No. 07 L 10846
	)	
BUSCO, INC., A FOREIGN CORPORATION	)	
D/B/A ARROW STAGE LINES,	)	
	)	
Defendants.	)	

**AFFIDAVIT OF JONATHAN P. SCHAEFER**

Now comes Jonathan P. Schaefer, Attorney for Record for the defendant, Busco, Inc., and hereby states the following under oath:

1. I am the attorney of record for the defendant, Busco, Inc., d/b/a Arrow Stage Lines.
2. On December 10, 2007, I went on the website of the Corporation's Division of the Illinois of Secretary of State, and reviewed the material available on-line relative to the status of any corporation registered with the Illinois Secretary of State under the name of "Busco, Inc.," and/or "Arrow Stage Lines." The results of said search are attached hereto.
3. The Illinois Secretary of State has incorporated an Illinois corporation under the name of "Busco, Inc.," located in Alton, Illinois, however, that corporation is not the defendant herein. Another domestic corporation under that name was dissolved in approximately 2003.
4. The Illinois Secretary of State has no on-line record which indicates that the defendant, Busco, Inc., a Nebraska corporation, individually and/or d/b/a Arrow Stage Lines, was incorporated or licensed to do business in the State of Illinois, on the date of this Affidavit.

**EXHIBIT**

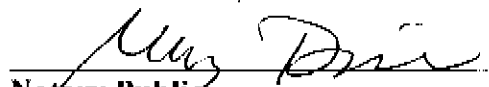
Three

If called by the court to testify regarding the above matters, I would and could so confidently testify.



Jonathan P. Schaefer  
Attorney for the Defendant, Busco, Inc.,

Subscribed & Sworn to before me,  
this 10<sup>th</sup> day of December, 2007.

  
Notary Public



SERVICES PROGRAMS PRESS PUBLICATIONS DEPARTMENTS CONTACT

## CORPORATION/LLC SEARCH RESULTS

Search Criteria: BUSCO, INC.

Entity Type	File Number	Corporation/LLC Name
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CORP MST	64130242	BUSCO INC.
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CORP MST	60419396	BUSCO, INC.
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— Active Domestic in Alton, IL  
— Dissolved Domestic

> neither for BUSCO, Inc., a Nebraska corporation

[Return to the Search Screen](#)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

**CYBERDRIVEILLINOIS**JESSE WHITE  
SECRETARY OF STATE

SERVICES

PROGRAMS

PRESS

PUBLICATIONS

DEPARTMENTS

CONTACT

**CORPORATION FILE DETAIL REPORT**

Entity Name	BUSCO INC	File Number	64130242
Status	GOODSTANDING		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	03/25/2005	State	ILLINOIS
Agent Name	CHRISTOPHER D FREEMAN	Agent Change Date	03/25/2005
Agent Street Address	3402 GILLHAM AVE	President Name & Address	CHRISTOPHER D FREEMAN 3402 GILHAM AVE ALTON IL 62002
Agent City	ALTON	Secretary Name & Address	CHRISTOPHER D FREEMAN SAME
Agent Zip	62002	Duration Date	PERPETUAL
Annual Report Filing Date	03/13/2007	For Year	2007

[Return to the Search Screen](#)
[Purchase Certificate of Good Standing](#)  
 (One Certificate per Transaction)
[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

- NOT Busco, Inc., a  
NEBRASKA CORPORATION

**CYBERDRIVEILLINOIS**JESSE WHITE  
SECRETARY OF STATE[SERVICES](#)[PROGRAMS](#)[PRESS](#)[PUBLICATIONS](#)[DEPARTMENTS](#)[CONTACT](#)**CORPORATION FILE DETAIL REPORT**

Entity Name	BUSCO, INC.	File Number	60419396
Status	DISSOLVED		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	03/29/1999	State	ILLINOIS
Agent Name	MICHAEL E BERRY	Agent Change Date	03/29/1999
Agent Street Address	705 W MAIN ST STE A	President Name & Address	MICHAEL E BERRY 705 W MAIN ST MARION 62959
Agent City	MARION	Secretary Name & Address	INVOLUNTARY DISSOLUTION 08 01 03
Agent Zip	62959	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	2003

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## CORP/LLC - CERTIFICATE OF GOOD STANDING

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Your search for Arrow Stage Lines did not match any records in the Corporation/LLC-GS Search database.

Please try again.

[Return to Search](#)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

3579 JPS NI068

Firm No. 08079

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION

DONALD BRADY,

Plaintiffs,

v

BUSCO, INC., A FOREIGN CORPORATION  
D/B/A ARROW STAGE LINES,

Defendants.

No. 07 L 10846

DOCKETED  
CLERK


07 DEC 10 PM 3:35  
CIRCUIT COURT OF COOK  
COUNTY, ILLINOIS  
LAW DIVISION

NOTICE OF FILING

To: Joseph McGovern  
2840 W, 95<sup>th</sup> Street  
Evergreen Park, IL 60805

PLEASE TAKE NOTICE that on **December 10, 2007**, we caused to be filed with the Clerk of the Circuit Court of Cook County, Defendant Busco, Inc., d/b/a Arrow Stage Lines' *Appearance and Defendant's Motion To Dismiss For Lack Of Jurisdiction Over The Defendant, And Alternate Motion To Transfer Venue*, copies of which are attached hereto.

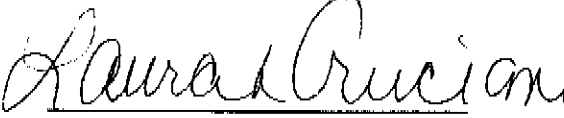
By:

  
Jonathan P. Schacfer

PURCELL & WARDROPE, CHTD.  
10 South LaSalle Street, Suite 1200  
Chicago, IL 60603  
(312) 427-3900  
F:\JPS\3543\Pleadings\NOF001.doc

CERTIFICATE OF SERVICE

I, Laura K. Cruciani, a non-attorney, pursuant to 735 ILCS 5/1-109 of the Code of Civil Procedure, certify that I served this Notice of Filing and the documents referenced, by U.S. Mail, copies to all attorneys of record at their listed addresses on December 10, 2007.

  
Laura K. Cruciani

3579 JPS NI068

Firm No. 08079

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION

DONALD BRADY,

Plaintiffs,

v

BUSCO, INC., A FOREIGN CORPORATION  
D/B/A ARROW STAGE LINES,

Defendants.

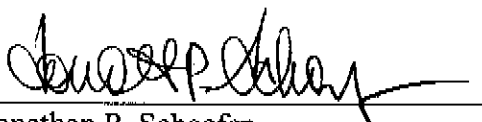
No. 07 L 10846

NOTICE OF FILING

To: Joseph McGovern  
2840 W. 95<sup>th</sup> Street  
Evergreen Park, IL 60805

PLEASE TAKE NOTICE that on **December 10, 2007**, we caused to be filed with the Clerk of the Circuit Court of Cook County, Defendant Busco, Inc., d/b/a Arrow Stage Lines' *Notice Of Removal Of Cause To The United States District Court For The Northern District Of Illinois*, copies of which are attached hereto.

By:

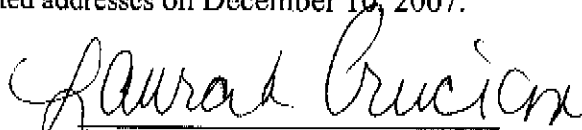
  
Jonathan P. Schaefer

PURCELL & WARDROPE, CHTD.  
10 South LaSalle Street, Suite 1200  
Chicago, IL 60603  
(312) 427-3900

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CERTIFICATE OF SERVICE

I, Laura K. Cruciani, a non-attorney, pursuant to 735 ILCS 5/1-109 of the Code of Civil Procedure, certify that I served this Notice of Filing and the documents referenced, by U.S. Mail, copies to all attorneys of record at their listed addresses on December 10, 2007.

  
Laura K. Cruciani